

LAW OFFICES OF ALLA V. VOROBETS

Alla V. Vorobets, SBN 258586
avorobets@vorobetslaw.com
Celia R. Bernal, SBN 150063
cbernal.vorobetslaw@gmail.com
9270 Madison Avenue
Orangevale, CA 95662
Tel: (916) 966-8529
Fax: (916) 966-8527

Attorney for Defendants
TEACHBK, INC., ILYA KISELEV,
and ANDREI BURTSEV

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

MIRIAM GOLDBERG, a/k/a Marina
Sokolovskaya,

Plaintiff,

vs.

TEACHBK, INC., ILYA KISELEV, and
ANDREI BURTSEV

Defendants.

Case No.: 3:24-cv-4525

**DECLARATION OF ALLA V. VOROBETS
IN SUPPORT OF MOTION TO
WITHDRAW AS COUNSEL FOR
DEFENDANTS**

Date: June 3, 2025
Time: 2:30 p.m.
Dept.: Courtroom G, 15th Fl (by Zoom)
Judge: Hon. Lisa J. Cisneros

TRIAL DATE: October 19, 2026
ACTION FILED: July 26, 2024

I, ALLA V. VOROBETS, declare:

1. I am an attorney at law duly licensed to practice before all courts of the State of California and am admitted to practice before the United States District Court, Northern District of California.

2. I am an attorney with The Law Offices of Alla V. Vorobets ("Vorobets Firm" or "Movant"), counsel of record for Defendants TeachBK, Inc., Ilya Kiselev and Andrei Burtsev (collectively "Defendants") in the above referenced matter.

3. This declaration is submitted in support of the Vorobets Firm's Motion to Withdraw

Declaration In Support of Motion to Withdraw as Counsel

Case No. 3:24-cv-4525

1 as Counsel for Defendants. I have personal knowledge of the facts set forth herein, except as to
2 those matters stated on information and belief, and as to those matters, I believe them to be true. If
3 called as a witness to testify upon the matters stated herein, I would be competent to do so.

4 4. The Vorobets Firm seeks to be relieved as counsel of record for Defendants because
5 Defendants have breached multiple provisions of the Legal Services Agreement entered into
6 between Defendants and the Vorobets Firm, have represented to a third party that they terminated
7 the Vorobets Firm's representation, and because Defendants have rendered it unreasonably difficult
8 for the Vorobets Firm to carry out its employment.

9 5. Plaintiff, MIRIAM GOLDBERG, a/k/a Marina Sokolovskaya ("Goldberg" or
10 "Plaintiff") filed her Complaint (ECF 14) on July 26, 2024, alleging Defendants defamed her and
11 seeking damages based thereon.

12 6. The Vorobets Firm was retained by Defendants on August 30, 2024.

13 7. Defendants filed their Answer to the Complaint on September 30, 2024 (ECF 25),
14 thereafter amending the Answer on March 20, 2025 (ECF 49).

15 8. The Court ordered this matter to mediation on February 28, 2025, and appointed
16 Warren Metlitzky as Mediator on March 7, 2025.

17 9. On April 2, 2025, I advised both the Plaintiff's counsel and the Mediator that the
18 Vorobets Firm would be withdrawing from representation of Defendants.

19 In order to abide by my professional and ethical responsibilities, the following facts are
20 provided in general terms, disclosing only such information as may be divulged without
21 compromising the attorney-client privilege or the duties of confidentiality and loyalty required of
22 me. In the event this Court desires further information to ascertain the good faith basis for this
23 Motion and for withdrawal, I am prepared to provide the specific facts demonstrating good cause for
24 this withdrawal in an *in camera* hearing outside of the presence of all other parties.

25 10. By March of 2025, based upon multiple interactions, discussions and communications
26 with Defendants, as well as certain actions taken by Defendants, the Vorobets Firm reached the
27 conclusion that the trust and cooperation necessary for an attorney-client relationship had broken
28 down, making it unreasonably difficult for the Vorobets Firm to continue representing Defendants.

1 11. Defendants' failure to cooperate, inform Movant of information or developments
2 that came to their attention and provide information as requested also violated the legal services
3 agreement entered into between the parties.

4 12. On March 26, 2025, I met with the Defendants to discuss issues which included
5 failure to fully cooperate with counsel in defense of the case, failure to timely provide requested
6 information and/or documents, failing to inform the Vorobets Firm of new developments
7 Defendants had become aware of, and failure to follow counsel's legal advice.

8 13. During this meeting, Defendants were notified that TeachBK could not be self-
9 represented, would be required to retain new legal representation, and could not be represented by
10 neither Mr. Burtsev nor Mr. Kiselev because they are not licensed attorneys.

11 14. At the meeting on March 26, 2025, Defendants assented to the termination of
12 representation by the Vorobets Firm.

13 15. I understood that Defendants intended to procure new counsel within two weeks,
14 however, as of the date of filing of this Motion, I have not been provided any information
15 concerning that new counsel.

16 16. Defendants have also repeatedly breached the agreement with the Vorobets Firm
17 concerning payment of fees although the Firm made every accommodation possible to facilitate
18 Defendants' payment of the fees due and owing.

19 17. On March 31, 2025, I sent a detailed letter to Defendants memorializing the
20 substance of the March 26, 2025 meeting, strongly encouraging all Defendants to obtain new
21 counsel and again notifying Defendants that the corporate Defendant, TeachBK, could appear only
22 through licensed counsel.

23 18. On April 15, 2025, the Vorobets Firm was advised by Plaintiff's counsel that
24 Defendants had improperly communicated directly with him stating that Defendants had "fired" the
25 Vorobets Firm. (Rule 1.16(a)(4).)

26 19. My office also took reasonable steps to avoid foreseeable prejudice to Defendants by
27 providing a list of all upcoming deadlines to Defendants in writing and obtaining from Plaintiff a
28 30-day extension of time for Defendants to respond to Plaintiff's recently propounded discovery.

